

A G R E E M E N T
BETWEEN
LOCAL 1983
CIVIL & PUBLIC EMPLOYEES OF CAPE MAY, NEW JERSEY
INTL. BROTHERHOOD OF PAINTERS & ALLIED TRADES, AFL-CIO

AND
CITY OF CAPE MAY, NEW JERSEY
Cape May, City of (Employees)
JANUARY 1, 1981 THROUGH DECEMBER 31, 1982

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CIVIL & PUBLIC EMPLOYEES OF CAPE MAY, NEW JERSEY
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JANUARY 1, 1981 THROUGH DECEMBER 31, 1982

P R E A M B L E

THIS AGREEMENT, ENTERED THIS 22ND DAY OF DECEMBER, 1980, BY AND BETWEEN THE CITY OF CAPE MAY, IN THE COUNTY OF CAPE MAY, NEW JERSEY, A MUNICIPAL CORPORATION OF THE STATE OF NEW JERSEY, HEREINAFTER CALLED THE "CITY", AND LOCAL NO. 1983, CIVIL AND PUBLIC EMPLOYEES OF CAPE MAY, NEW JERSEY, INTERNATIONAL BROTHERHOOD OF PAINTERS AND ALLIED TRADES, AFL-CIO, HEREINAFTER CALLED THE "UNION" REPRESENTS THE COMPLETE AND FINAL UNDERSTANDING ON ALL OF THE BARGAINABLE ISSUES BETWEEN THE CITY AND THE UNION.

ARTICLE I - R E C O G N I T I O N

A. IN ACCORDANCE WITH THE "CERTIFICATION OF REPRESENTATIVE" OF THE PUBLIC EMPLOYMENT RELATIONS COMMISSION DATED JUNE 15, 1972, (DOCKET NO. RO-426) THE CITY RECOGNIZES THE UNION AS THE EXCLUSIVE COLLECTIVE NEGOTIATING AGENT FOR ALL EMPLOYEES COVERED IN THE AFOREMENTIONED CERTIFICATION AND MORE SPECIFICALLY ALL BLUE-COLLAR EMPLOYEES INCLUDING LABORERS-DRIVERS, BUILDING MAINTENANCE, JANITORS, PUBLIC WORKS REPAIRMEN, PAINTERS, STREET MAINTENANCE TRASHMEN, HEAVY EQUIPMENT OPERATORS, EQUIPMENT OPEATORS, STREET SWEEPERS, OPERATORS-MECHANICS, PLUMBERS, PLANT OPERATORS, CARPENTERS, ELECTRICIANS, WATER METER REPAIRER, METER READERS, EMPLOYED BY THE CITY AND EXCLUDING ALL OFFICE CLERICAL, PROFESSIONAL AND CRAFT EMPLOYEES, POLICE, SEASONAL EMPLOYEES, AND SUPERVISORS WITHIN THE MEANING OF THE ACT.

ARTICLE II - M A N A G E M E N T R I G H T S

A. THE CITY HEREBY RETAINS AND RESERVES UNTO ITSELF,

WITHOUT LIMITATION, ALL POWERS, RIGHTS, AUTHORITY, DUTIES AND RESPONSIBILITIES CONFERRED UPON AND VESTED IN IT PRIOR TO THE SIGNING OF THIS AGREEMENT BY THE LAWS AND CONSTITUTION OF THE STATE OF NEW JERSEY AND OF THE UNITED STATES, INCLUDING, BUT WITHOUT LIMITING THE GENERALITY OF THE FORGOING, THE FOLLOWING RIGHTS:

1. TO THE EXECUTIVE MANAGEMENT AND ADMINISTRATIVE CONTROL OF THE CITY GOVERNMENT AND ITS PROPERTIES AND FACILITIES AND THE ACTIVITIES OF ITS EMPLOYEES.

2. TO HIRE ALL EMPLOYEES AND, SUBJECT TO THE PROVISIONS OF LAW, TO DETERMINE THEIR QUALIFICATIONS AND CONDITIONS FOR CONTINUED EMPLOYMENT OR ASSIGNMENT, AND TO PROMOTE AND TRANSFER EMPLOYEES.

3. TO SUSPEND, DEMOTE, DISCHARGE OR TAKE OTHER DISCIPLINARY ACTION FOR GOOD AND JUST CAUSE ACCORDING TO LAW.

B. THE EXERCISE OF THE FORGOING POWERS, RIGHTS, AUTHORITY, DUTIES AND RESPONSIBILITIES OF THE CITY, THE ADOPTION OF POLICIES, RULES, REGULATIONS AND PRACTICES IN FURTHERANCE THEREOF, AND USE OF JUDGEMENT AND DISCRETION IN CONNECTION THEREWITH SHALL BE LIMITED ONLY BY THE SPECIFIC AND EXPRESS TERMS HEREOF AND BY CONFORMANCE WITH THE CONSTITUTION AND LAWS OF NEW JERSEY AND THE UNITED STATES.

C. NOTHING CONTAINED HEREIN SHALL BE CONSTRUED TO DENY OR RESTRICT THE CITY OF ITS POWERS, RIGHTS, AUTHORITY, DUTIES AND RESPONSIBILITIES UNDER R.S. 40 AND R.S. 11 OR ANY OTHER NATIONAL, STATE, COUNTY OR LOCAL LAWS OR ORDINANCES.

D. THE CITY AGREES TO POST NOTICES OF ALL JOB OPENINGS ON OFFICIALLY DESIGNATED BULLETIN BOARDS AT LEAST TEN (10) WORKING DAYS AND DATE FOR FILING OF SAID OPENINGS.

ARTICLE III - G R I E V A N C E P R O C E D U R E

A. DEFINITIONS

1. WITH REGARD TO EMPLOYEES, THE TERM "GRIEVANCE" AS USED HEREIN MEANS AN APPEAL BY AN INDIVIDUAL EMPLOYEE OR GROUP OF EMPLOYEES, FROM THE INTERPRETATION, APPLICATION OR VIOLATION OF POLICIES, AGREEMENTS, AND ADMINISTRATIVE DECISIONS AFFECTING THEM. WITH REGARD TO THE CITY, THE TERM "GRIEVANCE" AS USED HEREIN MEANS A COMPLAINT OR CONTROVERSY ARISING OVER THE INTERPRETATION, APPLICATION OR ALLEGED VIOLATION OF THE TERMS AND CONDITIONS OF THIS

AGREEMENT.

2. WITH RESPECT TO EMPLOYEE GRIEVANCES, NO GRIEVANCE MAY PROCEED BEYOND STEP 1 HEREIN UNLESS IT CONSTITUTES A CONTROVERSY ARISING OVER THE INTERPRETATION, APPLICATION OR ALLEGED VIOLATION OF THE TERMS AND CONDITIONS OF THIS AGREEMENT. DISPUTES CONCERNING TERMS AND CONDITIONS OF EMPLOYMENT CONTROLLED BY STATUTE OR ADMINISTRATIVE REGULATION, INCORPORATED BY REFERENCE IN THIS AGREEMENT EITHER EXPRESSLY OR BY OPERATION OF LAW, SHALL NOT BE PROCESSED BEYOND STEP 1 HEREIN.

B. STEPS OF THE GRIEVANCE PROCEDURE.

1. STEP ONE:

(A) AN AGGRIEVED EMPLOYEE SHALL INSTITUTE ACTION UNDER THE PROVISIONS HEREOF WITHIN TWO (2) WORKING DAYS OF THE OCCURRENCE OF THE GRIEVANCE AND AN EARNEST EFFORT SHALL BE MADE TO SETTLE THE DIFFERENCES BETWEEN THE AGGRIEVED EMPLOYEE AND HIS IMMEDIATE SUPERVISOR FOR THE PURPOSE OF RESOLVING THE MATTER INFORMALLY. FAILURE TO ACT WITHIN SAID TWO (2) WORKING DAYS SHALL BE DEEMED TO CONSTITUTE AN ABANDONMENT OF THE GRIEVANCE.

(B) THE SUPERVISOR SHALL RENDER A DECISION WITHIN THREE (3) WORKING DAYS AFTER RECEIPT OF THE GRIEVANCE.

2. STEP TWO:

(A) IN THE EVENT A SATISFACTORY SETTLEMENT HAS NOT BEEN REACHED, THE EMPLOYEE SHALL, IN WRITING AND SIGNED, FILE HIS COMPLAINT WITH THE CITY MANAGER'S OFFICE. SUCH ACTION MUST BE TAKEN WITHIN FIVE (5) WORKING WEEKDAYS FOLLOWING THE DETERMINATION BY THE SUPERVISOR.

(B) THE CITY MANAGER OR HIS REPRESENTATIVE SHALL RENDER A DECISION IN WRITING, WITHIN FIVE (5) WORKING DAYS FROM THE RECEIPT OF THE COMPLAINT.

3. STEP THREE - ARBITRATION:

(A) EITHER PARTY MAY REFER THE MATTER TO THE PUBLIC EMPLOYMENT RELATIONS COMMISSION (PERC) WITHIN TEN (10) WORKING DAYS AFTER THE DETERMINATION OF THE CITY MANAGER OR HIS REPRESENTATIVE. AN ARBITRATOR SHALL BE SELECTED UNDER THE RULES OF PERC.

(B) THE ARBITRATOR SHALL BE BOUND AND GOVERNED BY THE PROVISIONS OF THIS AGREEMENT AND RESTRICTED TO

THE APPLICATION OF THE FACTS PRESENTED TO HIM INVOLVED IN THE GRIEVANCE. THE ARBITRATOR SHALL NOT HAVE THE AUTHORITY TO ADD TO, MODIFY, DETRACT FROM OR ALTER IN ANY WAY THE PROVISIONS OF THIS AGREEMENT OR ANY AMENDMENT OR SUPPLEMENT HERETO.

(C) THE COSTS FOR THE SERVICES OF THE ARBITRATOR SHALL BE BORNE EQUALLY BY THE CITY AND THE UNION. ANY ADDITIONAL COSTS SHALL BE PAID BY THE PARTY INCURRING SAME.

(D) THE DECISION OF THE ARBITRATOR PERTAINING TO, AND LIMITED TO, THE INTERPRETATION OF THIS AGREEMENT SHALL BE BINDING UPON BOTH PARTIES.

C. UNION REPRESENTATION IN GRIEVANCE PROCEDURE

1. AT THE REQUEST OF THE AGGRIEVED EMPLOYEE, THE SHOP STEWARD MAY PARTICIPATE IN THE GRIEVANCE PROCEDURE AT STEP ONE.

2. THE BUSINESS MANAGER OR INTERNATIONAL REPRESENTATIVE OF THE UNION MAY PARTICIPATE IN THE GRIEVANCE PROCEDURE AT STEP TWO.

3. THE BUSINESS MANAGER OR INTERNATIONAL REPRESENTATIVE AND THE SHOP STEWARD OF THE UNION MAY PARTICIPATE IN THE GRIEVANCE PROCEDURE AT STEP THREE.

ARTICLE IV - SENIORITY

A. THE MOST SENIOR EMPLOYEES SHALL BE GIVEN PREFERENCE IN THE SELECTION OF VACATIONS PROVIDED THERE IS NO INTERFERENCE WITH THE NORMAL OPERATIONS OF THE CITY.

B. FOR PURPOSE OF ACCRUING BENEFITS PAYABLE HEREUNDER, INCLUDING BUT NOT LIMITED TO VACATIONS, SICK LEAVE, AND LONGEVITY, SENIORITY SHALL BE DEFINED AS CONTINUOUS EMPLOYMENT WITH THE CITY FROM DATE OF HIRE.

C. FOR PURPOSE OF PROMOTIONS OR DEMOTION, SENIORITY SHALL BE DEFINED AS LENGTH OF SERVICE FROM THE DATE OF THE EMPLOYEE'S CERTIFICATION BY CIVIL SERVICE AS A CITY EMPLOYEE.

D. FOR PURPOSE OF LAYOFF, SENIORITY SHALL BE DEFINED AS THE EMPLOYEE'S LENGTH OF SERVICE FROM HIS DATE OF INITIAL CERTIFICATION BY CIVIL SERVICE AS A CITY EMPLOYEE.

E. THE CITY SHALL UTILIZE EXPERIENCE, ABILITY, APTITUDE, QUALIFICATION, ATTENDANCE, PHYSICAL CONDITION, AND

THE RESULT OF THE CIVIL SERVICE EXAMINATION AS THE CRITERIA FOR PROMOTION OF EMPLOYEES TO JOB CLASSIFICATIONS HAVING A HIGHER RATE OF PAY. WHEN ALL OF THE AFOREMENTIONED ITEMS ARE SUBSTANTIALLY EQUAL, SENIORITY SHALL BE THE DECIDING FACTOR.

F. THE CITY SHALL MAIL OR HAND DELIVER TO THE UNION BUSINESS REPRESENTATIVE AT HIS OFFICE ADDRESS TO BE SUPPLIED TO THE CITY BY THE UNION, COPIES OF ALL JOB OPPORTUNITY BULLETINS, CIVIL SERVICE TEST NOTIFICATIONS, AND OTHER CORRESPONDENCE, NOTICES, OR OTHER MATERIALS FORWARDED TO OR RECEIVED FROM CIVIL SERVICE CONCERNING JOB OPENINGS OR OPPORTUNITIES WITHIN 72 HOURS OF RECEIPT OF TRANSMITTAL OF SAME.

ARTICLE V - U N I O N R E P R E S E N T A T I V E S

A. ACCREDITED REPRESENTATIVES OF THE UNION MAY ENTER THE CITY FACILITIES OR PREMISES AT REASONABLE HOURS FOR THE PURPOSE OF OBSERVING WORKING CONDITIONS OR ASSISTING IN THE ADJUSTMENTS OF GRIEVANCES. WHEN THE UNION DECIDES TO HAVE ITS REPRESENTATIVE ENTER THE CITY FACILITIES OR PREMISES, IT WILL REQUEST SUCH PERMISSION FROM THE APPROPRIATE CITY REPRESENTATIVES AND SUCH PERMISSION WILL NOT BE UNREASONABLY WITHHELD, PROVIDED THERE SHOULD BE NO INTERFERENCE WITH THE NORMAL OPERATIONS OF THE BUSINESS OF THE CITY GOVERNMENT OR NORMAL DUTIES OF THE EMPLOYEES. THERE SHALL BE NO UNION BUSINESS TRANSACTED NOR MEETINGS HELD ON CITY TIME OR PROPERTY.

B. ONE SHOP STEWARD AND ONE ASSISTANT SHOP STEWARD MAY BE APPOINTED TO REPRESENT THE UNION IN GRIEVANCES WITH THE CITY.

C. SHOP STEWARDS AND/OR MEMBERS OF THE NEGOTIATING COMMITTEE SHALL SUFFER NO LOSS OF REGULAR PAY PROVIDED THAT THE CITY SCHEDULES A MEETING OR CONFERENCE DURING WORKING HOURS. SHOP STEWARDS SHALL SUFFER NO LOSS OF REGULAR PAY WHEN REQUIRED TO TAKE TIME OFF TO PERFORM THEIR DUTIES AS STEWARDS. EACH STEWARD SHALL NOTIFY HIS SUPERVISOR PRIOR TO LEAVING THE JOB.

D. ON ANY OCCASION WHERE A STEWARD IS REQUIRED TO TAKE MORE THAN ONE HOUR OFF TO PERFORM SAID DUTIES IN ANY ONE DAY, HE SHALL, WITHIN 72 HOURS THEREAFTER, PROVIDE THE CITY MANAGER'S OFFICE A WRITTEN STATEMENT OF HOW MUCH TIME WAS UTILIZED FOR SAID DUTIES.

E. THE UNION SHALL ADVISE THE CITY MANAGER IN WRITING OF THE NAMES AND TITLES OF ALL UNION REPRESENTATIVES EACH JANUARY AND WITHIN 7 DAYS FOLLOWING EACH CHANGE.

ARTICLE VI - HOURS & OVERTIME

A. THE NORMAL WORKING WEEK SHALL CONSIST OF FORTY (40) HOURS PER WEEK INCLUSIVE OF LUNCH; EIGHT (8) HOURS PER DAY, FIVE DAYS A WEEK, MONDAY THROUGH FRIDAY FOR PUBLIC WORKS DEPARTMENT PERSONNEL AND A ROTATING SHIFT FOR WATER AND WASTE WATER TREATMENT PLANT OPERATORS. HOWEVER, THE NORMAL WORK WEEK MAY BE REVISED, WITH THE AGREEMENT OF THE UNION AND THE EMPLOYEES INVOLVED ON A VOLUNTEER BASIS.

B. ALL WORK PERFORMED IN EXCESS OF THE SPECIFIED HOURS IN ANY WORK WEEK, SHALL BE CONSIDERED OVERTIME AND SHALL BE PAID AT THE RATE OF TIME AND ONE-HALF EITHER IN CASH OR IN COMPENSATORY TIME, WITH THE 40 HOUR WORK WEEK, AT THE OPTION OF THE INDIVIDUAL EMPLOYEE, PROVIDING THERE IS NO INTERFERENCE WITH THE WORK LOAD OF THE CITY GOVERNMENT.

C. COMPENSABLE TIME OFF SHALL BE SCHEDULED BY THE CITY SO AS NOT TO INTERFERE WITH THE WORK LOAD OF THE CITY GOVERNMENT. HOWEVER, THE DESIRES OF THE EMPLOYEE SHALL BE TAKEN INTO CONSIDERATION IN SUCH SCHEDULING.

D. OVERTIME SHALL BE DISTRIBUTED AS EQUITABLY AS POSSIBLE AND ALL EMPLOYEES SHALL BE EXPECTED TO WORK A REASONABLE AMOUNT OF OVERTIME WHEN REQUESTED BY THE CITY.

E. 1. EMPLOYEES CALLED INTO WORK ON THEIR OFF-DAYS SHALL RECEIVE A MINIMUM GUARANTEE OF FOUR (4) HOURS COMPENSATION IN ACCORDANCE WITH SECTION B ABOVE FOR ALL WORK PERFORMED UNDER SUCH CIRCUMSTANCES; HOWEVER, THE CITY SHALL HAVE THE RIGHT TO ASSIGN OTHER WORK SHOULD THE EMERGENCY BE LESS THAN THE FOUR (4) HOUR CALL IN TIME.

2. IF AN EMPLOYEE IS RECALLED TO DUTY, HE SHALL RECEIVE A MINIMUM GUARANTEE OF FOUR (4) HOURS COMPENSATION IN ACCORDANCE WITH SECTION B ABOVE FOR ALL WORK PERFORMED UNDER SUCH CIRCUMSTANCES, PROVIDED SAID RECALL DUTY IS NOT CONTIGUOUS WITH THE EMPLOYEE'S NORMAL SHIFT. THE CITY SHALL HAVE THE RIGHT TO RETAIN THE EMPLOYEE ON DUTY FOR THE MINIMUM TIME PERIOD.

3. THE CITY SHALL PROVIDE, SEMI-ANNUALLY, A WRITTEN STATEMENT, TO THE UNION, REFLECTING THE FOLLOWING:

(A) HOURS OF OVERTIME WORKED DURING THE PAY PERIODS.

(B) AMOUNT OF OVERTIME PAY RECEIVED BY THE EMPLOYEES DURING THE PAY PERIODS.

(C) AMOUNT OF COMPENSATORY TIME ACCRUED BY THE EMPLOYEES DURING THE PAY PERIODS.

(D) TOTAL AMOUNT OF COMPENSATORY TIME PRESENTLY AVAILABLE TO EACH EMPLOYEE.

F. NO EMPLOYEE SHALL BE REQUIRED TO WORK MORE THAN ONE DOUBLE SHIFT DURING ANY ONE FORTY-EIGHT (48) HOUR PERIOD.

G. AN EMPLOYEE SHALL BE ENTITLED TO A 15 MINUTE COFFEE BREAK AT A REASONABLE TIME IN THE MORNING HOURS AND A 15 MINUTE COFFEE BREAK AT A REASONABLE TIME IN THE AFTERNOON HOURS.

H. AN EMPLOYEE SENIORITY LIST (MADE UP OF FULL TIME PERSONNEL) SHALL BE USED IN THE DISTRIBUTION OF OVERTIME AND PROVIDED THE EMPLOYEE ASKED TO PERFORM THE WORK CAN PERFORM THE WORK. THE SUPERVISOR SHALL START AT THE TOP OF THE LIST, ASKING EACH EMPLOYEE IF HE DESIRES TO WORK THE OVERTIME UNTIL ALL AVAILABLE POSITIONS ARE FILLED. AT THAT POINT, THE NEXT EMPLOYEE ON THE LIST WILL BECOME THE FIRST EMPLOYEE ASKED WHEN OVERTIME IS AGAIN AVAILABLE. WHEN THE ENTIRE LIST HAS BEEN EXHAUSTED, THE SUPERVISOR WILL AGAIN START AT THE TOP. A SENIORITY LIST SHALL BE UPDATED EVERY JANUARY AND A COPY THEREOF GIVEN TO THE UNION.

I. THE OVERTIME PROVISIONS OF THIS CLAUSE SHALL APPLY ONLY TO FULL-TIME PERMANENT EMPLOYEES.

J. THE CITY AGREES TO USE EQUIPMENT OPERATORS TO RUN EQUIPMENT.

ARTICLE VII - H O L I D A Y S

A. THE FOLLOWING HOLIDAYS SHALL BE RECOGNIZED:

- | | |
|--------------------------|----------------------------|
| 1. NEW YEAR'S DAY | 8. COLUMBUS DAY |
| 2. LINCOLN'S BIRTHDAY | 9. VETERAN'S DAY |
| 3. WASHINGTON'S BIRTHDAY | 10. GENERAL ELECTION DAY |
| 4. GOOD FRIDAY | 11. THANKSGIVING DAY |
| 5. MEMORIAL DAY | 12. DAY AFTER THANKSGIVING |
| 6. INDEPENDENCE DAY | 13. CHRISTMAS DAY |
| 7. LABOR DAY | 14. 3 PERSONAL LEAVE DAYS |
| | 15. M.L.KING'S BIRTHDAY |

B. ALL EMPLOYEES WHO ARE SCHEDULED TO WORK ON THE RECOGNIZED HOLIDAYS NOTED IN THIS ARTICLE SHALL BE PAID ON THE BASIS OF TIME AND ONE-HALF FOR ACTUAL HOURS WORKED ON THE HOLIDAY, PLUS A STRAIGHT TIME DAY FOR THE HOLIDAY AS SUCH TO BE PAID EITHER IN CASH OR BY COMPENSATORY TIME AS THE EMPLOYEE

MAY ELECT, PROVIDING THERE IS NO INTERFERENCE WITH THE WORK LOAD OF THE CITY GOVERNMENT.

C. A HOLIDAY SHALL BE GRANTED TO ALL EMPLOYEES WHENEVER THE SAME IS DECLARED BY PROCLAMATION OF THE PRESIDENT, THE GOVERNOR, OR THE COUNTY BOARD OF CHOSEN FREEHOLDERS, PROVIDED THE CITY COUNCIL ACCEPTS THE HOLIDAY BY PROPER RESOLUTION.

D. FOR EMPLOYEES WORKING A FIVE (5) WEEKDAY WEEK (MONDAY THROUGH FRIDAY), HOLIDAYS WHICH FALL ON SATURDAY WILL BE CELEBRATED ON THE PRECEDING FRIDAY; HOLIDAYS WHICH FALL ON SUNDAY WILL BE CELEBRATED ON THE FOLLOWING MONDAY. FOR EMPLOYEES WORKING OTHER THAN A FIVE (5) WEEKDAY WORK WEEK AS DESCRIBED ABOVE, HOLIDAYS WILL BE CELEBRATED ON THE DAY ON WHICH THEY ACTUALLY FALL.

ARTICLE VIII - V A C A T I O N S

A. ANNUAL VACATION LEAVE WITH PAY SHALL BE EARNED AT THE RATE OF ONE WORKING DAY OF VACATION FOR EACH MONTH OF SERVICE DURING THE REMAINDER OF THE CALENDAR YEAR FOLLOWING THE DATE OF APPOINTMENT.

AFTER ONE YEAR OF SERVICE THROUGH FIVE YEARS OF SERVICE, TWELVE WORKING DAYS PER YEAR; SIX YEARS OF SERVICE THROUGH TWELVE YEARS OF SERVICE, FIFTEEN WORKING DAYS PER YEAR; THIRTEEN YEARS OF SERVICE THROUGH NINETEEN YEARS OF SERVICE, TWENTY WORKING DAYS PER YEAR. AFTER TWENTY YEARS OF SERVICE, TWENTY-FIVE WORKING DAYS PER YEAR. PERMANENT PART-TIME EMPLOYEES SHALL RECEIVE VACATION CREDIT ALLOWANCE ON A PROPORTIONATE BASIS.

B. VACATION ALLOWANCE MUST BE TAKEN DURING THE CURRENT CALENDAR YEAR AT SUCH TIME AS PERMITTED OR DIRECTED BY THE APPOINTING AUTHORITY UNLESS THE APPOINTING AUTHORITY DETERMINES THAT IT CANNOT BE TAKEN BECAUSE OF PRESSURE OF WORK. ANY UNUSED VACATION TIME MAY BE CARRIED FORWARD INTO THE NEXT SUCCEEDING YEAR ONLY.

ARTICLE IX - H O S P I T A L I Z A T I O N & I N S U R A N C E

A. THE CITY SHALL CONTINUE TO PROVIDE: BLUE CROSS, BLUE SHIELD AND MAJOR MEDICAL INSURANCE COVERAGE AND DEPENDENT COVERAGE FOR ALL PERMANENT FULL TIME EMPLOYEES WHO HAVE COMPLETED THEIR PROBATIONARY PERIOD, A NINETY DAY PERIOD.

B. THE CITY SHALL HAVE THE RIGHT TO CHANGE INSURANCE CARRIERS SO LONG AS SUBSTANTIALLY SIMILAR BENEFITS ARE PROVIDED.

C. THE CITY AFFIRMS ITS INTENTIONS TO UPGRADE ITS HEALTH BENEFIT PACKAGE FOR ALL EMPLOYEES DURING 1981 WITH IMPROVED COVERAGE EFFECTIVE JULY 1, 1981. BOTH PARTIES AGREE TO CONTINUE TO COOPERATE IN A GOOD FAITH EFFORT TO EVALUATE VARIOUS OPTIONS AND TO SECURE A COST EFFECTIVE PLAN OF IMPROVED HEALTH BENEFITS.

ARTICLE X - S I C K L E A V E & BEREAVEMENT

A. SERVICE CREDIT FOR SICK LEAVE

1. ALL PERMANENT EMPLOYEES, FULL TIME TEMPORARY OR FULL TIME PROVISIONAL EMPLOYEES SHALL BE ENTITLED TO SICK LEAVE WITH PAY BASED ON THEIR AGGREGATE YEARS OF SERVICE.

2. SICK LEAVE MAY BE UTILIZED BY EMPLOYEES WHEN THEY ARE UNABLE TO PERFORM THEIR WORK BY REASON OF PERSONAL ILLNESS, ACCIDENT OR EXPOSURE TO CONTAGIOUS DISEASE. SICK LEAVE MAY ALSO BE USED FOR SHORT PERIODS BECAUSE OF DEATH IN THE EMPLOYEE'S IMMEDIATE FAMILY OR FOR THE ATTENDANCE OF THE EMPLOYEE UPON THE MEMBER OF THE IMMEDIATE FAMILY WHO IS SERIOUSLY ILL.

3. SUCH SICK LEAVE SHALL NOT INCLUDE ANY EXTENDED PERIOD OF TIME WHERE THE EMPLOYEE SERVES AS NURSE OR HOUSEKEEPER DURING THIS PERIOD OF ILLNESS.

4. DISABILITY LEAVE SHALL BE PROVIDED IN ACCORDANCE WITH N.J.S.A. 11:24A-4.

B. AMOUNT OF SICK LEAVE

1. THE MINIMUM SICK LEAVE WITH PAY SHALL ACCRUE TO ANY FULL TIME EMPLOYEE ON THE BASIS OF ONE (1) WORKING DAY PER MONTH DURING THE REMAINDER OF THE FIRST CALENDAR YEAR OF EMPLOYMENT AFTER INITIAL APPOINTMENT AND FIFTEEN (15) WORKING DAYS IN EVERY CALENDAR YEAR THEREAFTER. PART TIME PERMANENT EMPLOYEES SHALL BE ENTITLED TO SICK LEAVE AS ESTABLISHED BY REGULATION.

2. ANY AMOUNT OF SICK LEAVE ALLOWANCE NOT USED IN ANY CALENDAR YEAR SHALL ACCUMULATE TO THE EMPLOYEE'S CREDIT FROM YEAR TO YEAR TO BE USED IF AND WHEN NEEDED FOR SUCH PURPOSE.

3. AN EMPLOYEE SHALL NOT BE REIMBURSED FOR ACCRUED SICK LEAVE AT THE TIME OF TERMINATION OF EMPLOYMENT. UPON TERMINATION, THE CITY SHALL CERTIFY TO THE DEPARTMENT OF CIVIL SERVICE THE EMPLOYEE'S ACCUMULATED SICK LEAVE WHICH SHALL BE MADE A PART OF THE EMPLOYEE'S PERMANENT RECORD.

C. REPORTING OF ABSENCE ON SICK LEAVE

1. IF AN EMPLOYEE IS ABSENT FOR REASONS THAT ENTITLE HIM TO SICK LEAVE, HIS SUPERVISOR SHALL BE NOTIFIED PROMPTLY AS OF THE EMPLOYEE'S USUAL REPORTING TIME, EXCEPT IN THOSE WORK SITUATIONS WHERE NOTICES MUST BE MADE PRIOR TO THE EMPLOYEE'S STARTING TIME. IN SUCH EVENT, THE EMPLOYEE SHALL NOTIFY THE POLICE DEPARTMENT AT LEAST ONE HALF (1/2) HOUR PRIOR TO THE COMMENCEMENT OF HIS USUAL STARTING TIME.

D. VERIFICATION OF SICK LEAVE

1. AN EMPLOYEE ABSENT ON SICK LEAVE FOR FIVE (5) OR MORE CONSECUTIVE WORKING DAYS SHALL BE REQUIRED TO SUBMIT ACCEPTABLE MEDICAL EVIDENCE SUBSTANTIATING THE ILLNESS.

(A) AN EMPLOYEE WHO HAS BEEN ABSENT ON SICK LEAVE FOR PERIODS TOTALING TEN (10) DAYS IN ONE CALENDAR YEAR CONSISTING OF PERIODS OF LESS THAN FIVE (5) DAYS, SHALL SUBMIT ACCEPTABLE MEDICAL EVIDENCE FOR ANY ADDITIONAL SICK LEAVE IN THAT YEAR UNLESS SUCH ILLNESS IS OF A CHRONIC OR RECURRING NATURE REQUIRING ABSENCES OF ONE (1) DAY OR LESS IN WHICH CASES ONLY ONE (1) CERTIFICATE SHALL BE NECESSARY FOR A PERIOD OF SIX (6) MONTHS.

(B) THE APPOINTING AUTHORITY MAY REQUIRE PROOF OF ILLNESS OF AN EMPLOYEE ON SICK LEAVE, WHENEVER SUCH REQUIREMENT APPEARS REASONABLE. ABUSE OF SICK LEAVE SHALL BE CAUSE FOR DISCIPLINARY ACTION.

2. IN CASE OF LEAVE OF ABSENCE DUE TO EXPOSURE TO CONTAGIOUS DISEASE, A CERTIFICATE FROM THE DEPARTMENT OF HEALTH SHALL BE REQUIRED.

3. IN CASE OF DEATH IN THE IMMEDIATE FAMILY, REASONABLE PROOF SHALL BE REQUIRED.

4. THE CITY MAY REQUIRE AN EMPLOYEE WHO HAS BEEN ABSENT BECAUSE OF PERSONAL ILLNESS, AS A CONDITION OF HIS RETURN TO DUTY, TO BE EXAMINED, AT THE EXPENSE OF THE CITY, BY A PHYSICIAN DESIGNATED BY THE CITY. SUCH EXAMINATION SHALL ESTABLISH WHETHER THE EMPLOYEE IS CAPABLE OF PERFORMING HIS NORMAL DUTIES AND THAT HIS RETURN WILL NOT JEOPARDIZE THE HEALTH OF OTHER EMPLOYEES.

E. BEREAVEMENT LEAVE

ALL EMPLOYEES COVERED BY THIS AGREEMENT SHALL BE ALLOWED UP TO A MAXIMUM OF THREE (3) DAYS LEAVE, WITHOUT LOSS OF PAY, IN THE EVENT OF DEATH OF HUSBAND, WIFE, CHILD, MOTHER, FATHER, BROTHER, SISTER, STEP-MOTHER, STEP-FATHER, MOTHER-IN-LAW, FATHER-IN-LAW, GRANDMOTHER, GRANDFATHER, GRANDCHILDREN, AND SHALL BE ALLOWED ONE DAY TO ATTEND THE FUNERAL OF BROTHER-IN-LAW, SISTER-IN-LAW, AUNT, UNCLE, NIECE, AND NEPHEW AND WITHOUT THE LOSS OF PAY.

F. BUY BACK OF SICK LEAVE UPON RETIREMENT

ALL EMPLOYEES COVERED BY THIS AGREEMENT SHALL BE ELIGIBLE FOR THE FOLLOWING UPON RETIREMENT AND VERIFICATION OF THE PERSONNEL RECORD AT THAT TIME:

1. TWENTY-FIVE (25) OR MORE YEARS OF SERVICE - 50%: (I.E. ONE (1) DAY FOR EVERY TWO (2) ACCUMULATED DAYS.)
2. UNDER TWENTY (25) YEARS OF SERVICE - 25%: (I.E. ONE (1) DAY FOR EVERY FOUR (4) ACCUMULATED DAYS UPON RETIREMENT.)
3. UNDER NO CIRCUMSTANCES SHALL THE TOTAL EXCEED \$10,000.

G. TIME ACCUMULATED

IN JANUARY, EACH YEAR, ALL EMPLOYEES TO BE GIVEN THEIR TOTAL NUMBER OF DAYS ACCUMULATED - SICK DAYS AND COMPENSATORY TIME.

ARTICLE XI - SALARIES & COMPENSATION

A. ANNIVERSARY DATE FOR THE PURPOSE OF SALARY SHALL BE JANUARY 1ST FOR HIRES THROUGH AUGUST 1ST AND FOR THOSE HIRED AFTER AUGUST 1ST, JANUARY 1ST OF THE FOLLOWING YEAR.

B. ANY EMPLOYEE WHO WORKS OUT OF TITLE IN A HIGHER PAYING POSITION SHALL BE COMPENSATED AT THE RATE OF PAY DESIGNATED FOR SUCH POSITION PROVIDED SUCH EMPLOYMENT IS FOR A CONTINUOUS PERIOD OF 15 WORKING DAYS AND PROVIDED THE VACANCY IS NOT CAUSED BY VACATION. THE PAY SHALL THEN COMMENCE ON THE 16TH DAY. NO EMPLOYEE SO DESIGNATED AND REMAINING IN THE HIGHER RANKING POSITION FOR 15 DAYS SHALL THEREAFTER BE REMOVED FROM SAID POSITION FOR THE SOLE PURPOSE OF AVOIDING THE EXTRA COMPENSATION.

C. SALARY INCREASES FOR UNIT MEMBERS FOR 1981 SHALL BE ADJUSTED TO THE NEXT HIGHER STEP ON THE ATTACHED SALARY GUIDE AND THEN MOVED TWO (2) STEPS HIGHER EFFECTIVE JANUARY 1, 1981.

D. SALARY INCREASES FOR UNIT MEMBERS EFFECTIVE JANUARY 1, 1982 SHALL BE COMPUTED BY MOVING TWO (2) STEPS HIGHER ON THE ATTACHED SALARY GUIDE.

E. THE STEPS ON THE ATTACHED SALARY GUIDE, EXCEPT AS SET FORTH IN (C) AND (D) ABOVE ARE NOT AUTOMATIC INCREMENTS. THE STEP SYSTEM SET FORTH HEREIN EXISTS ONLY FOR THE DURATION OF THIS AGREEMENT.

F. MINIMUM STARTING (HIRING) SALARIES SHALL BE THE LOWEST STEP IN EACH GRADE AS SET FORTH IN THE ATTACHED SALARY GUIDE.

G. IN ADDITION TO THE PROVISIONS OF (C) AND (D) ABOVE, THE CITY WILL HAVE THE RIGHT TO GRANT MERIT STEPS ON THE GUIDE BASED ON EVALUATIONS OF PERFORMANCE. SUCH EVALUATIONS SHALL BE IN WRITING AND EACH EMPLOYEE SHALL HAVE THE RIGHT TO REVIEW HIS WRITTEN EVALUATIONS. BOTH PARTIES AGREE THAT THE RIGHT TO GRANT MERIT STEPS SHALL BE LIMITED TO THE DURATION OF THIS AGREEMENT.

ARTICLE XII - LONGEVITY

IN ADDITION TO SALARY, EMPLOYEES SHALL RECEIVE LONGEVITY PAY TO BE COMPUTED AT 2% OF THE EMPLOYEE'S BASE SALARY FOR EVERY FIVE (5) YEARS OF COMPLETED SERVICE, TO A

MAXIMUM OF 10%. LONGEVITY PAY SHALL BE COMPUTED FROM THE ORIGINAL DATE OF EMPLOYMENT. ANNIVERSARY DATE FOR THIS PURPOSE SHALL BE JANUARY 1ST FOR HIRES THROUGH AUGUST 1ST AND FOR THOSE HIRED AFTER AUGUST 1ST, JANUARY 1ST OF THE FOLLOWING YEAR.

ARTICLE XIII - S H I F T D I F F E R E N T I A L

A. THE FOLLOWING SHIFT DIFFERENTIAL SHALL BE PAID:

1. SECOND SHIFT - 30 CENTS PER HOUR OVER THE FIRST SHIFT RATE.
2. THIRD SHIFT - 35 CENTS PER HOUR OVER THE FIRST SHIFT RATE.

ARTICLE IV - T E M P O R A R Y O R S E A S O N A L E M P L O Y E E S

TEMPORARY OR SEASONAL EMPLOYEES COMPENSATED AT AN HOURLY WAGE RATE SHALL BE PAID NO MORE THAN THE PRO-RATED RATE OF PERMANENT FULL-TIME EMPLOYEES UNLESS SUCH TEMPORARY OR SEASONAL EMPLOYEES POSSESS, IN THE OPINION OF MANAGEMENT, CERTAIN SPECIAL SKILLS.

ARTICLE XV - B U L L E T I N B O A R D

ONE BULLETIN BOARD SHALL BE MADE AVAILABLE BY THE CITY AT EACH OF THE FOLLOWING LOCATIONS: WATER & SEWER DEPARTMENT AND PUBLIC WORKS YARD. THESE BULLETIN BOARDS MAY BE UTILIZED BY THE UNION FOR THE PURPOSE OF POSTING UNION ANNOUNCEMENTS AND OTHER INFORMATION OF A NON-CONTROVERSIAL NATURE. THE DEPARTMENT HEAD OR HIS REPRESENTATIVE MAY HAVE REMOVED FROM THE BULLETIN BOARD ANY MATERIAL WHICH DOES NOT CONFORM WITH THE INTENT AND PROVISION OF THIS ARTICLE.

ARTICLE XVI - W O R K R U L E S

THE CITY MAY ADOPT OR POST OR OTHERWISE DISSEMINATE SUCH RULES AND REGULATIONS AS IT MAY DESIRE, PROVIDED THAT THE SAME ARE NOT CONTRARY TO THIS AGREEMENT AND FURTHER PROVIDED THAT THE UNION SHALL HAVE THE RIGHT TO GRIEVE WITH REFERENCE TO THE SAME WITHIN FIVE DAYS AFTER THE SAME ARE POSTED OR DISSEMINATED AND/OR A COPY SENT TO THE UNION. WORK RULES ARE

TO BE DATED AND SIGNED BY THE ISSUING AUTHORITY.

ARTICLE XVII - NO STRIKE PLEDGE

A. THE UNION COVENANTS AND AGREES THAT DURING THE TERM OF THIS AGREEMENT, NEITHER THE UNION NOR ANY PERSON ACTING IN ITS BEHALF WILL CAUSE, AUTHORIZE, OR SUPPORT, NOR WILL ANY OF ITS MEMBERS TAKE PART IN ANY STRIKE (I.E. THE CONCERTED FAILURE TO REPORT FOR DUTY, OR WILLFUL ABSENCE OF ANY EMPLOYEE FROM HIS POSITION, OR STOPPAGE OF WORK OR ABSTINENCE IN WHOLE OR IN PART, FROM THE FULL, FAITHFUL AND PROPER PERFORMANCE OF THE EMPLOYEE'S DUTIES OF EMPLOYMENT), WORK STOPPAGE, SLOWDOWN, WALKOUT OR OTHER JOB ACTION AGAINST THE CITY. THE UNION AGREES THAT SUCH ACTION WOULD CONSTITUTE A MATERIAL BREACH OF THIS AGREEMENT.

B. IN THE EVENT OF A STRIKE, SLOWDOWN, WALKOUT, OR OTHER JOB ACTION, IT IS COVENANTED AND AGREED THAT PARTICIPATION IN ANY SUCH ACTIVITY BY ANY EMPLOYEE COVERED UNDER THE TERMS OF THIS AGREEMENT SHALL BE DEEMED GROUNDS FOR TERMINATION OF EMPLOYMENT OF SUCH EMPLOYEE OR EMPLOYEES, SUBJECT, HOWEVER, TO THE APPLICATION OF THE GRIEVANCE PROCEDURE CONTAINED IN ARTICLE III.

C. THE UNION WILL ACTIVELY DISCOURAGE AND WILL TAKE WHATEVER AFFIRMATIVE STEPS ARE NECESSARY TO PREVENT OR TERMINATE ANY STRIKE, WORK STOPPAGE, SLOWDOWN, WALKOUT OR OTHER JOB ACTION AGAINST THE CITY.

D. NOTHING CONTAINED IN THIS AGREEMENT SHALL BE CONSTRUED TO LIMIT OR RESTRICT THE CITY IN ITS RIGHT TO SEEK AND OBTAIN SUCH JUDICIAL RELIEF AS IT MAY BE ENTITLED TO HAVE IN LAW OR IN EQUITY FOR INJUNCTION OR DAMAGES OR BOTH IN THE EVENT OF SUCH BREACH BY THE UNION OR ITS MEMBERS.

ARTICLE XVIII - NON - DISCRIMINATION

A. THERE SHALL BE NO DISCRIMINATION BY THE CITY OR THE UNION AGAINST AN EMPLOYEE ON ACCOUNT OF RACE, COLOR, CREED, SEX OR NATIONAL ORIGIN.

B. THERE SHALL BE NO DISCRIMINATION, INTERFERENCE, RESTRAINT, OR COERCION BY THE CITY OR ANY OF ITS REPRESENTATIVES AGAINST ANY OF THE EMPLOYEES COVERED UNDER THIS AGREEMENT BECAUSE OF THEIR MEMBERSHIP OR NON-MEMBERSHIP IN THE UNION OR BECAUSE OF ANY LAWFUL ACTIVITIES BY SUCH EMPLOYEE ON BEHALF OF THE UNION. THE UNION, ITS MEMBERS AND AGENTS, SHALL NOT DISCRIMINATE AGAINST, INTERFERE WITH,

RESTRAIN OR COERCE ANY EMPLOYEES COVERED UNDER THIS AGREEMENT WHO ARE NOT MEMBERS OF THE UNION AND SHALL NOT SOLICIT MEMBERSHIP IN THE UNION OR THE PAYMENT OF DUES DURING WORKING TIME.

ARTICLE XIX - WORKING CONDITIONS

A. CITY TO PROVIDE LUNCH ROOM FACILITIES FOR EMPLOYEES.

B. CITY SHALL PROVIDE PROTECTIVE GLOVES FOR ANY WORK THAT MAY BE DAMAGING TO AN EMPLOYEE'S HANDS. THE CITY SHALL ALSO PROVIDE ANY OTHER PROTECTIVE EQUIPMENT THAT MAY BE NEEDED ALONG WITH COLD WEATHER GEAR. THE CITY SHALL PROVIDE WORK CLOTHES - THREE PAIRS OF PANTS, THREE SHIRTS AND WET WEATHER GEAR. THE CITY WILL REPLACE WORK CLOTHES THAT HAVE BEEN DAMAGED IN THE LINE OF WORK.

C. IT SHALL BE THE RESPONSIBILITY OF EACH EMPLOYEE TO REPORT ANY DEFECTIVE VEHICLES OR EQUIPMENT TO THE SUPERVISOR OR CITY MANAGER. IF IN THE OPINION OF THE SUPERVISOR AND CITY MANAGER, THE VEHICLE OR EQUIPMENT IS UNSAFE, IT SHALL THEN BE REMOVED FROM SERVICE UNTIL REPAIRED.

D. THE CITY SHALL PROVIDE PROPER LOCKER AND TOILET FACILITIES AT THE PUBLIC WORKS GARAGE SITUATED ON CANNING HOUSE LANE.

ARTICLE XX - DEDUCTIONS FROM SALARY

A. THE CITY AGREES TO DEDUCT FROM THE SALARIES OF ITS EMPLOYEES SUBJECT TO THIS AGREEMENT DUES FOR THE UNION. IN ADDITION, PURSUANT TO ASSEMBLY BILL # 688, ENACTED INTO LAW ON OR ABOUT FEBRUARY 28, 1980 AND EFFECTIVE JULY 1, 1980, THE CITY AGREES TO DEDUCT FROM THE SALARIES OF ITS EMPLOYEES SUBJECT TO THIS AGREEMENT BUT NOT MEMBERS OF THE UNION A REPRESENTATION FEE IN LIEU OF DUES FOR SERVICES RENDERED BY THE MAJORITY REPRESENTATIVE, IN AN AMOUNT EQUAL TO 85% OF THE REGULAR MEMBERSHIP DUES, FEES AND ASSESSMENTS PAID BY MEMBERS OF THE UNION, LESS THE COST OF BENEFITS FINANCED THROUGH THE DUES AND ASSESSMENTS AND AVAILABLE TO AND BENEFITING ONLY MEMBERS OF THE UNION. SUCH DEDUCTIONS SHALL BE MADE IN COMPLIANCE WITH CHAPTER 310, PUBLIC LAWS OF 1967, N.J.S.A. (R.S) 52:14-15,9 (E), AS AMENDED. SAID MONIES TOGETHER WITH RECORDS OF ANY CORRECTIONS SHALL BE TRANSMITTED TO THE UNION OFFICE BY THE FIFTEENTH (15TH) OF EACH MONTH FOLLOWING THE MONTHLY PAY PERIOD IN WHICH DEDUCTIONS WERE MADE.

B. IF, DURING THE LIFE OF THIS AGREEMENT, THERE SHALL BE ANY CHANGE IN THE RATE OF MEMBERSHIP DUES, THE UNION SHALL FURNISH TO THE CITY WRITTEN NOTICE PRIOR TO THE EFFECTIVE DATE OF SUCH CHANGE AND SUCH NOTIFICATION SHALL BE SIGNED BY THE PRESIDENT AND SECRETARY OF THE LOCAL UNION.

C. THE UNION SHALL INDEMNIFY, DEFEND AND SAVE THE CITY HARMLESS AGAINST ANY AND ALL CLAIMS, DEMANDS, SUITS OR OTHER FORMS OF LIABILITY WHICH MAY ARISE BY REASON OF ANY ACTION TAKEN BY THE CITY IN MAKING DEDUCTIONS AND REMITTING THE SAME TO THE ASSOCIATION PURSUANT TO THIS ARTICLE.

ARTICLE XXI - SEPARABILITY & SAVINGS

A. IF ANY PROVISION OF THIS AGREEMENT OR ANY APPLICATION OF THIS AGREEMENT TO ANY EMPLOYEE OR GROUP OF EMPLOYEES IS HELD INVALID BY OPERATION OF LAW OR BY A COURT OR OTHER TRIBUNAL OF COMPETENT JURISDICTION, SUCH PROVISION SHALL BE INOPERATIVE, BUT ALL OTHER PROVISIONS SHALL NOT BE AFFECTED THEREBY AND SHALL CONTINUE IN FULL FORCE AND EFFECT.

ARTICLE XXII - PROBATIONARY PERIOD

A. EVERY PERSON HIRED OR APPOINTED SHALL BE DEEMED TO BE A TEMPORARY EMPLOYEE AND ON PROBATION IN THE POSITION TO WHICH HE IS HIRED OR APPOINTED FOR A PERIOD OF THREE (3) MONTHS. PRIOR TO HIS COMPLETION OF THE PROBATIONARY PERIOD, THE EMPLOYEE SHALL BE EVALUATED BY THE CITY MANAGER AND DEPARTMENT SUPERVISOR TO DETERMINE WHETHER HE SHALL BE GRANTED PERMANENT STATUS OR DISMISSED.

ARTICLE XXIII - FULLY BARGAINED
PROVISIONS

THIS AGREEMENT REPRESENTS AND INCORPORATES THE COMPLETE AND FINAL UNDERSTANDING AND SETTLEMENT BY THE PARTIES ON ALL BARGAINABLE ISSUES WHICH WERE OR COULD HAVE BEEN SUBJECT OF NEGOTIATIONS.

ARTICLE XXIV - TERM & RENEWAL

THIS AGREEMENT SHALL BE IN FULL FORCE AND EFFECT AS OF JANUARY 1, 1981, AND SHALL REMAIN IN EFFECT TO AND INCLUDING DECEMBER 31, 1982, WITHOUT ANY REOPENING DATE. THIS

AGREEMENT SHALL CONTINUE IN FULL FORCE AND EFFECT FROM YEAR TO YEAR THEREAFTER, UNLESS ONE PARTY OR THE OTHER GIVES NOTICE IN WRITING ACCORDING TO P.E.R.C. RECOMMENDATIONS (* EACH PARTY SHALL GIVE TO THE OTHER WHATEVER NOTICE MAY BE REQUIRED UNDER N.J.A.C. 19:12-2.1 - 19:12-3.1 - 19:12-4.1).

IN WITNESS WHEREOF THE PARTIES HERETO HAVE HEREUNTO SET THEIR HANDS AND SEALS AT CAPE MAY, NEW JERSEY ON THIS 22ND DAY OF DECEMBER, 1980.

LOCAL NO. 1983
CIVIL & PUBLIC EMPLOYEES
OF CAPE MAY, NEW JERSEY
INTERNATIONAL BROTHERHOOD
OF PAINTERS AND ALLIED TRADES
AFL-CIO

CITY OF CAPE MAY
CAPE MAY COUNTY, N.J.

BY: _____

BY: _____

ATTEST: _____

ATTEST: _____

1981 SALARY RANGES & STEPS

CITY OF CAPE MAY, N.J. CIVIL & PUBLIC EMPLOYEES, IBPAT, AFL-CIO

NOTE: INDIVIDUAL SALARY LEVELS MAY DIFFER FROM THE SPECIFIC AMOUNTS LISTED BELOW, BUT MUST WITHIN THE RANGE SHOWN.

PAY CODE	1	2	3	4	5	6	7	8
		9	10	11	12	13	14	15

LABORER & WATER METER READER								
5	8,748.	9,054.	9,371.	9,699.	10,039.	10,390.	10,754.	11,130.
		11,519.	11,923.	12,340.	12,772.	13,219.	13,681.	14,160.

EQUIPMENT OPERATOR (SWEEPER) & MECHANIC								
6	9,262.	9,586.	9,922.	10,269.	10,628.	11,000.	11,385.	11,784.
		12,196.	12,623.	13,065.	13,522.	13,996.	14,485.	14,992.

PUBLIC WORKS REPAIRER & PUMPING STATION OPERATOR								
7	9,575.	9,910.	10,257.	10,616.	10,988.	11,372.	11,770.	12,182.
		12,608.	13,050.	13,506.	13,979.	14,468.	14,975.	15,499.

SR. WATER METER READER & TRAFFIC MAINTENANCE WORKER								
7	9,575.	9,910.	10,257.	10,616.	10,988.	11,372.	11,770.	12,182.
		12,608.	13,050.	13,506.	13,979.	14,468.	14,975.	15,499.

EQUIPMENT OPERATOR & SR. PUBLIC WORKS REPAIRER								
8	10,455.	10,821.	11,200.	11,592.	11,997.	12,417.	12,852.	13,302.
		13,767.	14,249.	14,748.	15,264.	15,798.	16,351.	16,923.

SENIOR PUMPING STATION OPERATOR								
8	10,455.	10,821.	11,200.	11,592.	11,997.	12,417.	12,852.	13,302.
		13,767.	14,249.	14,748.	15,264.	15,798.	16,351.	16,923.

CARPENTER & PLUMBER & WATER TREATMENT PLANT REPAIR FOREMAN								
11	11,877.	12,293.	12,723.	13,168.	13,629.	14,106.	14,600.	15,111.
		15,640.	16,187.	16,754.	17,340.	17,947.	18,575.	19,225.

PUBLIC WORKS FOREMAN & WATER-SEWER REPAIR FOREMAN								
12	12,424.	12,859.	13,309.	13,775.	14,257.	14,756.	15,272.	15,807.
		16,360.	16,933.	17,525.	18,139.	18,774.	19,431.	20,111.
